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P. O. Box 3949 Jackson, Mississippi 39207 Telephone: (601) 988-8888 Toll Free: 1-800-844-1215

PROFESSIONAL SERVICE AGREEMENT

THE UNDERSIGNED, IT IS DOUGE (hereinafter referred to as "Client"), employs the law firm of Schwartz & Associates, P.A., (hereinafter referred to as "Firm") as the attorneys at law to recover by suit or settlement, claims for damages by reason of that certain incident which occurred on or about _________, and agree that said Firm shall receive for their services, a sum equal to thirty-three and one-third percent (33-1/3%) of the total recovery so obtained prior to filing suit. If suit is filed, it is agreed that Firm shall receive for their services a sum equal to forty percent (40%) of the total recovery so obtained. It is understood that the attorney fee is calculated and paid before any other funds are distributed.

It is understood that expenses incurred by the Firm in the investigation and preparation of this claim will be deducted from the amount recoverable <u>after</u> the attorney fee is calculated and <u>before</u> any other funds are distributed. Further, if there is a structured settlement, the fees shall be calculated on the present value of the settlement and paid as a lump sum to the Firm at the time of settlement.

The Firm will, at its discretion, pay the legal costs for your claim. Client consents to and authorizes the Firm to retain the services of any experts, doctors, investigators, etc. to work on client's case. Client agrees to pay costs and expenses which shall include, but are not limited to: court costs, computerized research cost, delivery costs, deposition costs, experts costs, witness fee costs, investigator fees, accident reports, medical costs (evaluation and reports), preparation of exhibits and trial costs, copy costs, postage, faxes, long distance telephone charges, reasonable costs of travel undertaken on your behalf, advances, and in addition to any of the above costs, Client further specifically agrees to pay start up costs and administrative cost in the amount of One Hundred Dollars (100.00) as well as any other disbursement or expense incurred by the firm or made to or on behalf of the Client.

I hereby authorize the Firm, at its discretion, to guarantee payment of my outstanding medical bills and other expenses as they relate to my claim out of the net proceeds of any settlement or judgment. All medical bills not paid out of the settlement remain Client's responsibility.

Client hereby gives Firm Power of Attorney to execute all documents and papers that Client could execute relating to the subject matter of the claim or cause of action.



Client Initial

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Client hereby assigns .d gives the firm a lien on Client's claim or cause of action or on any sum recovered by way of settlement or on any judgment that may be recovered. Either Client or the Firm can withdraw from the case by giving reasonable written notice to the other. If the Firm determines that Client's cause does not have adequate merit, the Firm may withdraw. Any withdrawal by the Firm shall be consistent with the Mississippi Rules of Professional Conduct. In the event that you dismiss the Firm you hereby give the Firm a lien on your future recovery, if any, to secure payment of our costs and attorney fees incurred up until the time of discharge.

The Firm will not compromise said claim without the approval of the Client. The Client agrees to hire the Firm on a contingency fee basis. A written accounting will be provided to you listing incurred fees, costs, known outstanding expenses and known outstanding medical bills. The Firm may, upon approval of the Client, employ associate counsel to assist them in furtherance of Client's cause of action or claim at the Firm's expense.

Lacknowledge that I have read and understand this agreement. I agree to the terms of this contract and further agree that it constitutes the entire agreement between us. The provisions of this contract are severable. If one part is determined to be invalid, the rest of the contract remains in effect. This contract shall be interpreted according to the laws of the State of Mississippi. There are no other agreements, oral or written.

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SCHWARTZ & ASSOCIATES, P.A.

By:_

Representing Attorney

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